

Appointed Class Counsel

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

IN RE GOOGLE PLUS PROFILE)	No. 5:18-CV-06164-EJD (VKD)
LITIGATION)	
)	NOTICE OF FILING OBJECTION
)	EMAILED TO CLASS COUNSEL

1 PLEASE TAKE NOTICE: Plaintiffs hereby file the following objection, which was
2 emailed to class counsel on October 15, 2020, seven days after the deadline of October 8, 2020, to
3 submit objections. Please see the attached exhibit.

4 Exhibit 1: Objection of Steven F. Helfand, Dated October 15, 2020.

5 Respectfully submitted,

6 Dated October 15, 2020

CLAYEO C. ARNOLD, PC

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8 By: /s/ Joshua H. Watson
Joshua H. Watson

9
10 MORGAN & MORGAN
COMPLEX LITIGATION GROUP
11 John A. Yanchunis
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13 FRANKLIN D. AZAR & ASSOCIATES, P.C.
Franklin D. Azar
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15 *Appointed Class Counsel*
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Exhibit 1: Objection of Steven F. Helfand, Dated October 15, 2020.

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA SAN JOSE
DIVISION

IN RE GOOGLE PLUS PROFILE LITIGATION

CIVIL ACTION No. 5:18-CV-06164 (VKD)

OBJECTION

Steven F. Helfand has reviewed the class notice. He is a member of this class action settlement. Nobody can or has credibly claimed otherwise. HELFAND requests 10 minutes to address the Court at the scheduled Zoom hearing.

1. The notice is ineffectual so as to get claims. More information is required. The take rate must be disclosed. How many people are participating? The notice is inadequate in light of COVID-19. All deadlines must be extended. COVID-19 prevented me from meeting this deadline.
2. The attorneys fees are too much for too little actual work.
3. The attorneys fees are plainly too much, whether lodestar or multiplier driven.
4. The release is over-broad.
5. The settlement is unfair, unreasonable and inadequate.
6. The class representative should get nothing. The entire settlement is questionable. Class counsel is obligated to apply for a fee award even though such awards are not lawful pursuant to binding circuit precedent. *Johnson v. NPAS Sols. LLC*, 2020 U.S. App. LEXIS 29682, 28 Fla. L. Weekly Fed. C 1915, ____ F.3d ____, 2020 WL 5553312. This provision is obviously the result of a contractual provision between Class Counsel and the named

representative. No award can be made to the named representative. But this is only the start of the analysis.

7. What was promised to the named representative in light of the illegality of the underlying promise, confirmed in the Settlement? One Circuit Court has already confirmed that illegal incentive payments promised to the named representative result in the forfeiture of Class Counsel's attorney's fees. Such a result may be onerous here, but we need more information. *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 2009 U.S. App. LEXIS 8680, 2009-1 Trade Cas. (CCH) P76,614 [At the start of the litigation, several class representatives signed retainer agreements that required class counsel to request incentive awards that increased on a sliding scale as the class's monetary recovery increased. The class representatives thus did not adequately represent the class.]. See, *Rodriguez II*, 688 F.3d at 656-657.
8. Helfand was a participant in the *Rodriguez* case. It is obvious here in this case the named representative cannot be an adequate representative. He was promised money. The preservation of public trust both in the scrupulous administration of justice and in the integrity of the bar is paramount. It cannot be achieved in this instance when there is no transparency.
9. The notice is unclear as to the scope of the class.
10. This information is submitted under penalty of perjury pursuant to the laws of the United States of America. It is executed in Broward County, Florida.

October 15th, 2020



Steven F. Helfand
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